

SPECIAL PROVISIONS

**WASHINGTON STATE
DEPARTMENT OF TRANSPORTATION
FERRIES DIVISION**

**M.V. TACOMA PRESERVATION
CONTRACT NO. 00-8725**

SPECIAL PROVISIONS

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The following Special Provisions are to be used in conjunction with Division 1 of the 2014 Standard Specifications for Road, Bridge, and Municipal Construction of the State of Washington - English (hereafter called "Standard Specifications"; see <http://www.wsdot.wa.gov/publications/manuals/fulltext/M41-10/SS2014.pdf>), as amended. The Standard Specifications and the following Special Provisions are hereby made a part of this Contract.

The following Special Provisions shall supersede any conflicting provisions of the Standard Specifications.

1. DESCRIPTION OF WORK

The Contract work consists of the following repairs to the Jumbo Mark II Class ferry M.V. Tacoma ("Vessel"): Drydock the Vessel for U.S. Coast Guard credit drydocking; rudder inspections and repairs; propeller renewal; stern tube modifications; shaft bearing inspections; hull coatings repairs; dockside moorage and temporary services; topside coatings preparation and painting; solarium window renewal; security upgrades; and other related maintenance work, as specified in the IFB Technical Specifications. The Vessel is 460'2" x 90'0" and carries 202 vehicles and 2500 passengers.

2. CONTRACT WORK SCHEDULE

The Vessel is an operating unit of Washington State Ferries (WSF), and this Contract is a link in the maintenance schedule chain. As such, Time is of the Essence, and the work shall be performed within the following schedule:

- **Delivery Date: June 8, 2015**
- **Redelivery Date: September 18, 2015**

1 Unless otherwise stated in the Technical Specifications, WSF shall deliver and take
2 redelivery of the Vessel at the Contractor's facility within normal working hours.
3 Should tug services be required to assist the Vessel: (i) through navigation channels;
4 (ii) into lifting facilities; or (iii) out of lifting facilities, they shall be provided at the
5 Contractor's expense.
6

7 At any time the Contractor anticipates difficulty in meeting the requirements
8 specified herein or anticipates difficulty in complying with the Contract work
9 schedule dates, the WSF Inspector shall be immediately verbally notified, followed
10 by a letter stating the pertinent details. Receipt of this notification shall not be
11 construed as waiver of the Contract or schedule requirements.
12
13

14 **3. CONFERENCES AND ADMINISTRATION**

15 For the below conferences, the Contractor shall provide a conference room adequate
16 in size to accommodate 5-7 WSF representatives and as many Contractor
17 representatives as considered necessary by the Contractor.
18

19 **A. Pre-Arrival Conference**

20 Upon award of the Contract and prior to the Vessel's arrival, a Pre-arrival
21 Conference shall be scheduled by the WSF Representative. The purpose of
22 the Conference is to discuss the specifications for the Contract, any unusual
23 conditions, the Contractor's plan for the work, the schedule of tests and
24 inspections and any other pertinent items that will result in a better
25 understanding of the project.
26

27 **B. Arrival Conference**

28
29 Upon Vessel arrival at the Contractor's facility, WSF will conduct an Arrival
30 Conference aboard the Vessel. The Contractor's Ship Superintendent
31 assigned to the Vessel, WSF's Vessel Staff Chief Engineer and appropriate
32 WSF personnel shall attend the Conference. The purpose of the Conference is
33 to discuss last minute details and arrangements.
34

1 **4. WSF PERSONNEL FACILITIES**

2
3 **A. General**

- 4 1. The Contractor shall provide project office facilities consisting of
5 office space, furniture, restroom, equipment, supplies for three (3)
6 WSF personnel as specified herein.
- 7 2. The facilities shall be separate from any Contractor's office space,
8 adjacent to the Vessel, lockable, and include daily janitorial services
9 (i.e., cleaning, trash removal and sanitary supplies).
- 10 3. The office space shall be heated / air-conditioned, maintained clean,
11 and be at least comparable to those provided for the Contractor's
12 management staff.
- 13 4. The facilities shall be for the exclusive, 24 hour a day, use of the WSF
14 project staff. This facility, with parking, shall be available no later
15 than the delivery of the Vessel to the Contractor, through two (2) days
16 after redelivery of the Vessel to WSF.
- 17 5. If the Contract Work is to be performed at more than one location,
18 comparable facilities shall be provided at each location.

19
20 **B. Telephone Lines and Equipment**

- 21 1. The office area shall be equipped with the following six (6) telephone
22 lines with a telephone on each desk:
- 23 a) One (1) line shall be connected to the Contractor's internal
24 system, or a local area if the Contractor does not have an
25 internal system.
- 26 b) One (1) line, toll free to Seattle, shall be a dedicated "T1"
27 circuit for network data transmission. The Contractor shall
28 provide space, access and support, as needed, for WSF
29 contractors to perform interconnection wiring for a Local Area
30 Network (LAN) within the facilities provided, and for
31 connection of the LAN to the phone system. The "T1" circuit
32 shall be installed to the vicinity of the LAN location.
- 33 c) One (1) line shall be a dedicated line, analog, toll free to
34 Seattle, for fax connection.
- 35 d) Three (3) lines, toll free to Seattle, shall be used for regular
36 telephone service.
- 37 2. Telephone service shall be touch-tone, if available. All telephone
38 equipment shall be Contractor provided, with arrangements of phones,
39 circuits, and ringing to be approved by the WSF Representative. The
40 one (1) Contractor's internal system and three (3) toll-free Seattle lines
41 shall be provided to all phones. All phones shall be speakerphones.

1 **C. Office Space**

- 2 1. Each person shall be supplied with a standard size desk, desk chair,
3 side chair, computer table, electrical outlet, trash can, and a two-shelf
4 bookcase.
- 5 a) Each two desks areas shall be provided with a layout table of at
6 least 72”.

7 **D. Administrative Area (Office Equipment Area)**

- 8 1. An administrative area shall be provided with sufficient floor space
9 and electrical outlets for the following:
- 10 a) Fax machine (plain paper), fax machine telephone connection,
11 a cork bulletin board, and a “T1”-LAN RJ-45 jack, all of which
12 shall be Contractor provided.
- 13 b) WSF Supplied Equipment consisting of: copier, computer
14 network printer, and server cabinet and related communication
15 equipment.

16 **E. Coffee Mess**

- 17 1. A coffee mess area shall be provided for the exclusive use of WSF
18 project staff. Electrical outlets adequate to support equipment below
19 shall be provided. The coffee mess area shall be in or adjacent to the
20 office space and include the following furniture and equipment:
- 21 a) Counter area; sink with hot and cold running water; supply a
22 certified non-contaminated hot and cold fresh water dispenser
23 with a sealed five (5) gallon water bottle service to be delivered
24 to the Coffee Mess area, estimated at one (1) per day until
25 redelivery of the Vessel(s). A refrigerator of at least 6.0 cubic
26 feet; a microwave oven; coffee maker; trash can; towel rack;
27 paper towel dispenser and cabinet storage space.

28 **F. Restroom**

- 29 1. A restroom and hand washing facilities for the exclusive use of WSF
30 project staff shall be provided as part of or immediately adjacent to the
31 office space. This space shall be uni-sex and lockable.
32
33

1 **G. Parking**

- 2 1. The Contractor shall provide WSF four (4) clearly marked parking
3 spaces, convenient to the office and well clear of grit blast and
4 painting areas. The parking spaces shall be lighted, marked with signs,
5 and dedicated to the exclusive, 24 hour a day, use of the WSF
6 Representative, Inspection Staff, vendors and visitors.
- 7 2. The Contractor shall provide on a loan basis car covers in sufficient
8 size and number for the assigned WSF personnel. If the Contractor
9 fails to provide car covers, he shall be solely responsible for the repair
10 (e.g., re-painting) of any and all WSF staff vehicles (whether State
11 owned or private) that are damaged by grit-blast or paint from the
12 Contractor's Shipyard due to parking spaces that do not reasonably
13 comply with this Section. In such event, WSF shall be entitled to
14 select the vehicle repair facility or facilities. If the Contractor does not
15 directly pay for such repairs, WSF may do so, and deduct the
16 amount(s) from Contract progress payment(s) without any liability to
17 WSF.

18
19
20 **5. BERTH AND / OR DRYDOCK SCHEDULE & COSTS**

21
22 WSF expects the berth and/or drydock period will be the same as WSF's specified
23 performance period for the Contract (i.e., between the scheduled Vessel Delivery and
24 Redelivery Dates). However, WSF recognizes that the Contractor may decide to
25 berth and/or drydock the Vessel in fewer days than WSF's specified performance
26 period, in order to maximize the Contractor's competitive position during the bidding
27 process. However, any such decision shall be subject to the following limitations for
28 WSF Vessel Contracts.

29
30 **A. Base Work**

31
32 For all Vessel Contracts, the Contractor's costs to berth and/or drydock the
33 Vessel during performance of the Contract are included in the bid and
34 Contract price, reflecting the Contractor's scheduled berth and/or drydock
35 period. If the Contractor decides to berth and/or drydock the Vessel in fewer
36 days than WSF's specified performance period, and is unable to complete the
37 work within such Contractor-selected period, then WSF shall not be liable to
38 the Contractor for any additional berth and/or drydock costs incurred to
39 complete the base Contract work.

1 **B. Change Orders For Base Work**

2
3 WSF shall not be liable for any additional berth and/or drydock charges
4 related to Change Order work if:

- 5
6 1. The Change Order work is related to the original specified scope of
7 work (i.e., other than new work); and
8
9 2. The Contractor is able to perform such Change Order work within the
10 Contractor's specified berth and/or drydock period, as determined by
11 WSF following discussions between the parties; Provided WSF has
12 reviewed and approved such berth and/or drydock period at the Pre-
13 Arrival Conference.

14
15 **C. Change Orders For New Work**

16
17 WSF shall compensate the Contractor for additional berth and/or drydock
18 charges related to Change Order work only if:

- 19
20 1. The Change Order work is new work (i.e., other than Change Order
21 work related to the original specified scope of work);
22
23 2. The Contractor will only be able to perform or complete such Change
24 Order work after the scheduled berth and/or drydock period, despite all
25 best efforts to complete the work within such period of time), as
26 determined by WSF following discussions between the parties; and
27
28 3. WSF and the Contractor agree, in advance, to the estimated additional
29 berth and/or drydock time needed to perform or complete the Change
30 Order work.

31 **6. TEST AND INSPECTIONS**

32 **A.** Contractor shall arrange for the attendance of WSF and Coast Guard (USCG)
33 Inspectors to witness the tests and inspections as required.

34 **B.** Contractor shall provide copies of the tests and inspections results to the WSF
35 Inspector upon completion of each test or inspection.
36
37
38

1 **7. WORK PROGRESS SCHEDULE AND REPORTS**

2
3 **A.** The Contractor shall prepare a Work Progress Schedule, as described below,
4 and submit it to the WSF Inspector at the Pre-arrival conference.
5

6 1. For each work item, identify the start and completion dates of the
7 major events in each work item.
8

9 2. Show the relationship between work items and identify the critical
10 path of the project.
11

12 3. List and identify the scheduled date and time of each test and
13 inspection occurring for each work item, if required.

14 The Work Progress Schedule shall be updated and submitted to WSF on a
15 weekly basis.

16 **B.** The Contractor shall submit written reports to the WSF Inspector identifying
17 labor or material, in addition to that described by the specifications that are
18 necessary to complete a work item.
19
20

21 **8. CHANGE ORDERS**

22
23 No change in work under this Contract shall be made unless a Change Order is issued
24 before such change is made or additional work is performed.
25
26

27 **9. TIME AND MATERIAL WORK**

28
29 A report of time and material expended for work performed on a time and material
30 basis shall be submitted daily to, and approved by, the Engineer in charge of the
31 work. Time charges shall be Contractor's hourly billing rate and material charges at
32 invoiced cost plus mark-up as allowed in the current Standard Specifications and the
33 Bid Form.
34

35 **10. DISPOSITION OF REMOVED EQUIPMENT AND SCRAP**

36
37 Unless otherwise provided, any equipment removed from the Vessel shall be and
38 become the property of WSF and shall be disposed of in such manner as WSF may
39 direct. Such equipment shall be stored by the Contractor without charge to WSF.
40 Scrap and/or salvage to be removed from the Vessel during the period of work shall
41 be and become the property of the Contractor unless provided otherwise herein. The
42 value of such scrap shall be taken into consideration by the Contractor in making its
43 bid under this Contract.
44

1 **11. REMOVALS**

2
3 Should the Contractor require the removal of any parts of the Vessel, her fittings,
4 machinery or part thereof, such removal is to be accomplished by the Contractor. All
5 such removals shall be replaced by him to the satisfaction of WSF's Representative.
6 Any damage resulting from such removal shall be rectified at the expense of the
7 Contractor.
8

9
10 **12. CLEAN UP**

11
12 Upon Vessel arrival in the shipyard, the Vessel shall be toured by the Shipyard
13 Superintendent/Project Manager, WSF's Project Manager, and the Vessel Staff/
14 Construction Master. The purpose of the tour is to determine the state of cleanliness
15 to be expected of the Vessel at the completion of the yard period.
16

17 The Contractor shall at all times keep the entire Vessel free of accumulation of waste
18 material generated during the performance of the Contract work. At the completion
19 of work all rubbish generated during the Contract shall be removed from the Vessel.
20 The Vessel shall be redelivered to WSF in the same state of cleanliness as when the
21 Vessel arrived at the shipyard, unless otherwise specified by WSF.
22

23
24 **13. ASBESTOS WARNING**

25
26 The Vessel may contain asbestos-containing material that might be disturbed during
27 repairs. If asbestos is found and was not included in WSF's scope of work, it is the
28 Contractor's responsibility to immediately notify WSF. All abatement and disposal of
29 asbestos not included in the original scope of work will be the subject of a negotiated
30 Change Order.
31

32
33 **14. LOCATION WHERE WORK IS TO BE PERFORMED**

34
35 It is the intent of this Contract that the work be done at the Contractor's plant. At its
36 sole expense, the Contractor shall furnish a drydock or dockside / mooring facility, as
37 appropriate to the Contract work, during performance of the Contract. In the event
38 the Contractor has more than one vessel moored at its facility, each vessel is to be
39 moored separately to the dock. Mooring of one vessel attached outboard of the other
40 is not allowed.
41

42 In the event the Contractor intends to accomplish the work at a location other than at
43 the Contractor's plant, such location is to be specified on the Facilities Provider List
44 attached to the Bid Form. If WSF has not pre-approved such location, WSF reserves
45 the right to approve or reject such location during the bid review process.
46
47

1 **15. SECURITY**

2
3 The Contractor shall be responsible for the security of all WSF-owned property
4 (including, but not limited to the Vessel) and third-party owned property aboard the
5 Vessel, during the Contractor's possession of such property.
6

7
8 **16. WORKMANSHIP AND INSPECTION**

9
10 Unless otherwise specifically provided in the Plans or Specifications, all
11 workmanship, equipment, materials, articles and all operational practices of the
12 Contractor used in the performance of this Contract shall be in accordance with
13 United States Coast Guard rules and the best commercial marine practice and of a
14 suitable and corresponding grade in their respective kinds. Where equipment,
15 material or articles are referred to in the Specifications as "equal to" any particular
16 standard, the Project Engineer in charge of work shall decide the question of equality,
17 only after written application for substitution is made by Contractor.
18

19
20 **17. COOPERATION WITH OTHER CONTRACTORS AND / OR**
21 **EMPLOYEES**

22
23 WSF shall be permitted to: (1) employ any of its employees, officers, crew or direct
24 labor subcontractors or other personnel in any work any time aboard the Vessel, or
25 (2) direct any of its concessionaires to accomplish certain concession-related work
26 aboard the Vessel; provided that the Contractor will have previously received
27 notification, and such work does not materially interfere with the performance of the
28 Contract Work by the Contractor. WSF shall not be required to pay to the Contractor
29 any penalty, premium or other sum for the exercise of this right.
30

31 If the Contractor enters into an independent agreement with a State concessionaire to
32 accomplish certain Other Work aboard the Vessel, within the term of this Contract,
33 the Contractor service and labor rates for such independent agreement shall not
34 exceed the corresponding rates under this Contract.
35

36 Other Work Contractors and/or employees, if any, aboard the Vessel will ensure that
37 their work activities do not interfere with the Contractor. The Contractor is advised
38 to familiarize himself with Sections 1-05 and 1-08 of the Standard Specifications.
39
40
41

1 **18. INSURANCE**

2
3 The Contractor shall obtain and keep in force insurance as described in the current
4 Standard Specifications, specifically Section 1-07.18, Public Liability and Property
5 Damage Insurance, except as provided below. A copy of Section 1-07.18 is attached
6 hereto and incorporated herein as **Exhibit “6”**.
7

8 **A. Owner’s and Contractor’s Protective (OCP) Insurance**

9
10 WSF will not require Owner’s and Contractor’s Protective (OCP) coverage
11 for Vessel repair and preservation contracts.
12

13
14 **B. Commercial General Liability (CGL) Insurance**

15
16 The Commercial General Liability (CGL) coverage must include Ship
17 Repairer’s Legal Liability.
18

19
20 **C. Tower's Legal Liability**

21
22 The Contractor shall require the tug service operator to carry Tower's Legal
23 Liability to indemnify WSF against any direct or indirect damage to the
24 Vessel that occurs while the Vessel is in the care, custody and control of the
25 tug service operator.
26

27
28 **D. Insurance Certificates and Policy Endorsements**

29
30 The insurance certificates and policy endorsements noted in WSDOT 2014
31 Standard Specifications, Section 1-07.18, paragraph 11, shall be sent to the
32 WSF representative specified in the Award Notice. WSF will provide the
33 original to WSDOT Contract Payments in Olympia, and retain a copy.
34
35
36

1 **19. CONTRACT SECURITY**

2
3 As required by RCW 39.08, a bond and or alternate form(s) of security shall be
4 provided by the Contractor in an amount adequate to protect one hundred percent
5 (100%) of WSF's exposure to loss associated with the Contract.
6

7 **NOTE:** All proposed alternate form(s) of security must be delivered to the
8 WSF Contracts Coordinator for approval no later than five (5) working
9 days before the scheduled Bid Due Date. If WSF and the Contractor
10 cannot agree as to the security prior to such date, WSF reserves the
11 right to reject the proposed security.
12

13 For this Contract, WSF's exposure to loss has been determined to be as follows:

14	PERFORMANCE EXPOSURE	55% of Contract Amount
15		
16	PAYMENT EXPOSURE	45% of Contract Amount
17		
18	TOTAL EXPOSURE	100% of Contract Amount
19		

20 Accordingly, when returning the signed Contract to WSF, the Contractor shall also
21 provide one of the following types of security:
22

23 A. A signed Contract Bond to protect WSF's payment and performance exposure,
24 equal to 100% of the Contract amount.
25

26 **- OR -**

27 B. Approved alternate forms of security and/or Contract Bond to protect WSF's
28 performance exposure, totaling 55% of the Contract amount; plus a payment
29 bond to protect WSF's payment exposure equal to 45% of the Contract
30 amount, or alternate procedures governing reduced payment exposure (see
31 below).
32

33 Reduced Payment Exposure: WSF requires protection against the Contractor's failure
34 to pay taxes and other governmental obligations related to this Contract, wage rates
35 required by law, all laborers, mechanics, subcontractors, agents, materialmen and
36 others who have provided services and materials for work under the Contract. This
37 protection may be proved in one of two forms:

38 1. The first form has been specified above, namely furnishing a Payment Bond
39 in the required amount.
40

1 2. Alternatively, the Contractor may choose to receive 100% payment (without
2 interest) after WSF has accepted the Contract work, the lien claim period has
3 passed, any liens filed under RCW Chapter 60.28 have been settled, and all
4 releases from other State of Washington agencies have been received, thereby
5 eliminating WSF's payment exposure.

6 The Contract and Payment Bonds shall be upon the forms furnished by WSF, and
7 signed by an approved surety or sureties. The surety shall be registered with the
8 Washington State Insurance Commissioner, and the surety's name shall appear on the
9 current Authorized Insurance Company List in the State of Washington published by
10 the Office of the Insurance Commissioner. A sample of the Contract Bond form is
11 enclosed. A sample Payment Bond form will be provided upon request.

12
13 If the Contractor chooses the alternate to the Payment Bond (i.e., 100% delayed
14 payment), a signed letter so stating shall be returned to WSF with the signed Contract
15 and performance security.

16 Alternate Forms of Security: In addition to a Contract Bond, the following alternate
17 forms of contract security are acceptable if they provide protection in an amount at
18 least equal to WSF's exposure to performance loss, meet all legal requirements for
19 effectiveness and authenticity, and meet all of the special requirements set forth
20 below:

- 21 A. Certified Check;
22
23 B. Cashier's Check;
24
25 C. Irrevocable Bank Letter of Credit.

26 Specific Requirements for Alternate Forms of Security: In addition to meeting any
27 special requirement contained herein, alternate forms of contract security will be
28 subject to the following requirements:

- 29
30 A. Certified Check
31
32 1. Must be issued by a bank which is a qualified public depository under
33 RCW 39.58.010; and
34
35 2. Will be deposited as directed by the Contractor at the time of Contract
36 execution, with the options specified in Washington Administrative
37 Code (WAC) 82-32-010.
38

1 **B. Cashier's Check**

- 2
- 3 1. Must be issued by a bank which is a qualified public depository under
- 4 RCW 39.58.010; and
- 5
- 6 2. Will be deposited as directed by the Contractor at the time of Contract
- 7 execution, with the options specified in WAC 82.32.010.

8 **C. Irrevocable Bank Letter of Credit**

- 9
- 10 1. Must be issued by a bank which is a qualified public depository under
- 11 RCW 39.58.010; and
- 12
- 13 2. If at any time during the Contract or warranty period, as applicable, the
- 14 issuing bank fails to meet the standards specified in (a) of this
- 15 subsection, the Contractor shall inform WSF of such event, and shall,
- 16 within ten days, substitute an Irrevocable Letter of Credit from a bank
- 17 which meets the standards specified in (a) of this subsection; and
- 18
- 19 3. Must be in the form approved by WSF. To obtain such approval, the
- 20 Contractor shall submit a proposed Irrevocable Letter of Credit to
- 21 WSF's Contracts Coordinator for approval at least ten (10) days prior
- 22 to the Bid Due Date. WSF, in its sole discretion, may approve or
- 23 reject the proposed Letter of Credit, or may suggest changes in it
- 24 which will make it acceptable, provided the Contractor and its bank
- 25 concur with such changes, in writing, prior to the Bid Due Date.

26 Duration of Security: Notwithstanding the warranty coverage requirements herein,

27 the bond(s) and/or alternate form(s) of security shall remain in effect from the date of

28 Contract execution until WSF acceptance of the Contract work. Forms of security

29 that protect payment exposure shall additionally stay in effect until the lien claim

30 period has passed, any liens filed under RCW Chapter 60.28 have been settled, and

31 all releases from other State of Washington agencies have been received.

32 Warranty Coverage: The Contract security provided by the Contractor shall ensure

33 that WSF receives warranty coverage for all losses resulting from any defects in

34 material and workmanship for the period beginning on the date of redelivery of the

35 Vessel to WSF and ending one year after that date.

- 36
- 37 • Contract Bond: Warranty coverage under a contract bond shall be specified in
- 38 the bond and shall equal ten percent (10%) of the penal sum of the bond.
- 39
- 40

- Alternate Forms of Security: Warranty coverage under alternate forms of security shall be at least as effective in protecting WSF as that contained in WSF's standard contract bond and thus shall equal at least ten percent (10%) of the performance exposure amount plus ten percent (10%) of the payment exposure amount, as specified herein. During the period from redelivery of the Vessel to WSF through WSF acceptance of the Contract, existing alternate forms of Contract security for performance exposure shall suffice for such warranty coverage.

Replacement Bond Option: As an alternative to the warranty coverage described above, the Contractor may, for the period beginning on the date of redelivery of the Vessel to WSF and ending one year after that date, provide a replacement (maintenance) bond pre-approved by WSF. The bond shall be equal to at least ten percent (10%) of the performance exposure amount plus ten percent (10%) of the payment exposure amount, as specified herein. The completed replacement bond must be submitted to WSF prior to the release of any Contract security.

Prohibition of Double Security: Assets used to secure one form of Contract security shall not also be used to secure another form of contract security on the Contract.

Delivery of Contract Security to WSF: All forms of initial Contract security shall be submitted to WSF no later than the due date for return of the signed Contract to WSF; thereafter, any WSF-approved substitute Contract security must be submitted to WSF prior to release of any pre-existing Contract security. Security for warranty coverage after WSF acceptance of the Contract work must be submitted to WSF no later than WSF acceptance of the Contract work, and prior to the release of any Contract security.

If the Contractor chooses the alternative to the payment bond (i.e. delayed payments) a signed letter so stating shall be submitted to WSF with the signed Contract and performance security.

20. ENVIRONMENTAL PROTECTION

In addition to the applicable portions of Division 1-07.5, Wildlife, Fisheries, and Ecology Regulations, the following shall apply:

Due to possible deleterious effects of pressure washing, grit blasting and coating, and in an effort to minimize nuisance conditions to the surrounding environment, containment measures shall be taken to contain, recover and/or properly dispose of waste water and debris generated during preparation and coating operations.

In accomplishing the work required by these Specifications, the Contractor shall at all times comply with all Federal, State and local laws and regulations concerning the protection of the environment.

1 **A. Air Quality**

2
3 The work shall be in compliance with WAC 173-460, which prohibits the use
4 of sand for outdoor abrasive blasting and requires enclosure of outdoor areas
5 being blasted.
6

- 7 1. The Contractor shall not use sand for grit blasting on the exterior of
8 the Vessel. The Contractor shall not use industrial slag if it contains
9 any hazardous substances, including but not limited to lead and
10 arsenic. If the Contractor chooses to use industrial slag for blasting,
11 test results showing that the material does not contain any hazardous
12 substances shall be submitted prior to the start of work. The state
13 Dangerous Waste Regulations (Chapter 173-303 WAC) shall be
14 utilized to determine if a substance is designated hazardous or not.
15 Less than one percent (by mass) of the blast grit shall be able to pass
16 through a No. 200 sieve.
17
18 2. During grit blasting operations on the exterior of the Vessel, the work
19 area shall be enclosed on all four sides with tarps or other flexible
20 material. The exception is when the Vessel is being blasted on a
21 floating dry dock, in which case the ends of the dry dock shall be
22 enclosed. Seams shall be sealed and entry ways partially sealed.
23 Negative air pressure is not required. The Contractor shall minimize
24 the escape of dust and other material which could create a deleterious
25 environmental or nuisance condition. The Contractor shall recover all
26 spent blast grit and paint debris.

27 **B. Water Quality**

28
29 The work shall be in compliance with Chapter 90.48 RCW (Water Pollution)
30 which prohibits the introduction of pollutants to waters of the State. In order
31 to ensure such compliance, the Contractor shall meet one of the following
32 requirements:
33

- 34 1. The Contractor's operation shall maintain a recycle or pre-treatment
35 system resulting in zero discharge of waste water to waters of the
36 State;
37
38 2. The shipyard, or facility where the work is being performed, shall hold
39 a valid National Pollutant Discharge Elimination System (NPDES)
40 waste water discharge permit and be in compliance with the permit
41 and any order affecting the permit while work under this Contract is
42 being conducted; or
43

- 1 3. If the shipyard or facility is not in possession of a NPDES permit and
2 not maintaining a "zero discharge system", a letter or some other
3 written documentation that either: (i) a complete NPDES permit
4 application has been accepted by the Washington State Department of
5 Ecology (DOE); or (ii) establishes DOE's approval of the Contractor's
6 work plan for compliance with the water pollution laws.
7

8 The Contractor shall submit written evidence of compliance to WSF, on a
9 periodic or project-by-project basis, depending on the applicable alternative
10 above. The Contractor shall periodically update such submittal, as needed
11 (e.g., NPDES permit renewal or DOE approval modification).

12 **C. Hazardous Substances**
13

14 All hazardous substances, including, but not limited to, solvents and paint
15 debris shall be handled, stored and disposed of in strict compliance with
16 Chapter 173-303 WAC (Dangerous Waste Regulations) and any local
17 regulations that may apply.
18
19

20 **21. LIQUIDATED DAMAGES**
21

22 In view of the fact that the Vessel is an operating unit of WSF, it is essential that the
23 Contract Work be completed during the period set forth in TIME OF
24 ACCOMPLISHMENT OF WORK. In view of the foregoing, and because WSF finds
25 it impractical to calculate the actual cost of delays, liquidated damages, in lieu of
26 actual damages, shall be assessed against the Contractor in the amount of **Six**
27 **Thousand Dollars (\$6,000.00)** for each and every calendar day that redelivery
28 extends past the Redelivery Date. Liquidated damages will not be assessed for any
29 days for which an extension of time is granted.
30
31

32 **22. DEFICIENCY CORRECTION**
33

- 34 A. "Deficiencies" shall mean any deficiency, imperfection, fault, inferiority or
35 defect in the workmanship, and materials of the Contract Work that fail to
36 meet the terms of the Contract Documents. "Deficiencies" shall include any
37 unsatisfactory vibrations, noise or temperature levels. "Correction Period"
38 shall mean a period of one (1) year from the Redelivery plus any extension
39 provided for herein.
40

1 **B.** Notwithstanding any action or inaction by WSF or any of the Authoritative
2 Agencies in connection with Contract Work, if at any time within the
3 Correction Period there shall appear, arise, exist or occur any Deficiency, said
4 Deficiency shall be corrected, at the Contractor's expense, to comply with the
5 requirements of the Contract Documents; Provided, however, the Contractor
6 shall not be responsible for the cost of correcting any deficiency to the extent
7 that such deficiency is due to ordinary wear and tear. At the discretion of
8 WSF, any work required to be performed by the Contractor pursuant to the
9 provisions of this Article shall be carried out:

- 10 1. At the Vessel's home port unless impractical; or
- 11 2. With the concurrence of WSF, while the Vessel is underway; or
- 12 3. If neither of the foregoing options is available, at a shipyard provided
- 13 by, and with all expenses paid by, the Contractor.
- 14

15 **C.** WSF shall notify the Contractor in writing of any Deficiency for which the
16 Contractor is liable pursuant to this Article within three (3) calendar days after
17 its discovery. Whenever WSF discovers a Deficiency and decides to correct it
18 or have it corrected, WSF shall promptly give the Contractor written notice
19 thereof. Whenever practicable (taking into consideration the necessity of
20 keeping the Vessel performing its usual service), the Contractor shall be given
21 an opportunity to inspect and correct the Deficiency or damage unless WSF
22 determines that immediate correction by another source is essential.

23 Whenever practical (taking into consideration the necessity of keeping the
24 Vessel performing its usual service), the Contractor shall be given complete
25 access to the Vessel and to all records of WSF relating thereto for the purpose
26 of verifying the existence of the Deficiency and of determining the
27 Contractor's obligation to correct it.

28 **D.** WSF may independently arrange to have Deficiencies corrected at sea or by
29 another shipyard or ship repair facility at any port satisfactory to WSF. Such
30 correction shall apply only in cases where WSF has provided the Contractor
31 with prior written notice of its intent to so correct the Warranty Deficiency
32 and the Contractor has failed to repair the problem within seven (7) days of
33 the date of that notice, or such shorter time as is deemed appropriate by WSF
34 when the Deficiency is the cause of any emergency or non-emergent
35 inconvenience or difficulty to WSF or to the traveling public.

1 In the event of such correction, the Contractor shall be liable to WSF for the
2 expense incurred at the chosen shipyard, including the cost of drydocking the
3 Vessel within the limitations of this Article hereof, if necessary.
4 Alternatively, in the event the corrections are performed by WSF itself, the
5 Contractor shall be liable for all reasonable costs incurred by WSF in
6 performing the correction.
7

- 8 **E.** For a determination of any underwater work Deficiencies, WSF, at its
9 expense, may drydock the Vessel or carry out an underwater survey, during or
10 after the Correction Period. WSF shall pay, at its expense, for the haul day,
11 re-float day and any lay days required to accomplish the Vessel's normal
12 Dockside Preservation maintenance; Provided, however, that if a Warranty
13 Deficiency is discovered, the correction of which requires additional Dockside
14 Preservation time, the Contractor, in addition to the cost of the correction of
15 the Warranty Deficiency, as provided in this Article, shall also pay for each
16 additional Dockside Preservation lay day.
17

18 If it becomes necessary to drydock the Vessel(s) solely for the correction of a
19 Warranty Deficiency, the cost of the entire Dockside Preservation required for
20 the correction of the Warranty Deficiency, as well as the cost of remedying
21 the Warranty Deficiency, as provided in this Article, shall be at the expense of
22 the Contractor.
23

- 24 **F.** The Contractor shall save and hold WSF harmless with respect to any taxes,
25 ad valorem duty or similar duty imposed or assessed on any payment made in
26 connection with the correction of a Warranty Deficiency.
27

- 28 **G.** The Contractor shall assign to WSF any guarantee or warranty furnished in
29 connection with its purchase of any equipment, materials or items used in the
30 work done pursuant to this Contract. The Contractor shall extend such
31 guarantees and warranties so that they remain in effect, at a minimum, through
32 the end of the Correction Period.

- 33 **H.** At the end of the Correction Period, the Contractor agrees to transfer and
34 assign to WSF, as to any item of material, equipment and machinery installed
35 in the Vessel, the guarantee or warranty rights of the Contractor against the
36 vendor or supplier of such items where, under the terms of such vendor's or
37 supplier's guarantee, the vendor's obligations extend for a period beyond the
38 Correction Period.
39

- 40 **I.** The Contractor's Deficiency correction with regard to all Owner Furnished
41 Equipment, if any, shall be limited to workmanlike installation in accordance
42 with the manufacturer's specifications, and the Contract documents.
43

- 1 **J.** If, in the good faith opinion of WSF, the repair of Deficiencies requires that
2 the Vessel be removed from service, the Correction Period for the Vessel shall
3 be extended for a period of time equal to the number of days (or partial days)
4 which the Vessel was out of service due to the repair of the Warranty
5 Deficiency. In all cases, upon the correction of a Warranty Deficiency, the
6 Correction Period with respect to the piece of equipment or other item on
7 which the repair was made shall be one (1) year from the date of repair of
8 such item was completed. In all events, the maximum Correction Period shall
9 be two (2) years.

10
11
12 **23. VESSEL SHIPCHECKS**

13
14 Interested parties are encouraged to shipcheck the Vessel for bidding purposes. With
15 the implementation of WSF's alternate security plans as required by the U.S. Coast
16 Guard, all Contractors and vendors must now comply with new identification
17 required to access WSF terminals and Vessels.

18
19 For specific instructions regarding the identification requirements for shipchecks,
20 please refer to the memo titled "Vessel Shipcheck Memorandum", attached hereto
21 and incorporated herein as **Exhibit "1"**.

22
23
24 **24. WAGE RATES**

25
26 This Contract is subject to applicable prevailing wage rates, as shown on the
27 document attached hereto and incorporated herein as **Wages, Rates and Benefits**
28 **Exhibit "2"**. Please refer to **Exhibit "2"** for the provisions and laws pertaining
29 thereto.

30
31
32 **25. SUBCONTRACT WORK COMPLETION AND PROMPT PAY OF**
33 **RETAINAGE**

34
35 The following procedures shall apply to all subcontracts entered into as a part of this
36 Contract:

37
38 **A. Requirements**

- 39
40 1. The Contractor or Subcontractor shall make payment to the
41 Subcontractor not later than ten (10) days after receipt of payment
42 from WSF for work satisfactorily completed by the Subcontractor, to
43 the extent of each Subcontractor's interest therein.
44
45 2. Prompt and full payment of retainage from the Contractor to the
46 Subcontractor shall be made within thirty (30) days after
47 Subcontractor's work is satisfactorily completed.

- 1 3. For purposes of this Section, a Subcontractor's work is satisfactorily
2 completed when all task and requirements of the Subcontract have
3 been accomplished and including any required documentation and
4 material testing.
5
6 4. Failure by a Contractor or Subcontractor to comply with these
7 requirements may result in one or more of the following:
8
9 a. Withholding of payments until the Contractor or Subcontractor
10 complies;
11
12 b. Failure to comply shall be reflected in the Contractor's
13 Performance Evaluation;
14
15 c. Cancellation, Termination, or Suspension of the Contract, in
16 whole or in part;
17
18 d. Other sanctions as provided by the Subcontract or by law under
19 applicable prompt pay statutes.
20

21 **B. Conditions**

22
23 This clause does not create a contractual relationship between WSF and any
24 Subcontractor as stated in the Standard Specifications, Section 1-08.1. Also,
25 it is not intended to bestow upon any Subcontractor the status of a third-party
26 beneficiary to the Contract between WSF and the Contractor.
27

28 **C. Payment**

29
30 The Contractor will be solely responsible for any additional costs involved in
31 paying retainage to the Subcontractors. Those costs shall be incidental to the
32 respective Bid Items.
33
34

1 **26. SYSTEM FOR AWARD MANAGEMENT (SAM) EXCLUDED**
2 **PARTIES RECORDS**
3

4 **A.** Each federal agency grantee is required to ensure, to the best of its knowledge
5 and belief, that none of its principals, affiliates, third party Contractors and
6 subcontractors is suspended, debarred, ineligible or voluntarily excluded from
7 participation in federally assisted transactions or procurements. Grantees
8 must review records of excluded parties in the federal System for Award
9 Management (SAM) before entering into any third party Contracts exceeding
10 \$25,000.

11
12 **B.** Prior to award of a federally funded Contract, WSF will search the SAM
13 system to ensure that excluded parties do not participate in covered
14 transactions. A copy of the SAM search page evidencing such search will be
15 retained in the Contract file.

16
17 **C.** To learn more about the federal SAM, go to
18 www.sam.gov/portal/public/SAM/.
19
20

21 **27. APPRENTICE UTILIZATION**

22 **General Special Provisions – 1-07.OPT1.GR1**
23 **(January 5, 2015)**
24

25 This Contract includes an Apprentice Utilization Requirement as defined in this
26 specification. No less than **fifteen percent (15%)** of project Labor Hours shall be
27 performed by Apprentices.
28

29 **Definitions**

30 For the purposes of this specification the following definitions apply:

- 31 1. Apprentice Utilization Requirement is expressed as a percentage of the project
32 Labor Hours performed by Apprentices.
- 33 2. Labor Hours are the total hours performed by all workers receiving an hourly
34 wage who are directly employed on the project site including hours performed
35 by workers employed by the prime Contractor and all Subcontractors. Labor
36 Hours do not include hours performed by foremen, superintendents, owners,
37 and workers who are not subject to prevailing wage requirements. Truck
38 driving hours have to be two (2) hours or more of a shift for inclusion.
- 39 3. Apprentice is a person enrolled in a State-approved Apprenticeship Training
40 Program.
- 41 4. State-approved Apprenticeship Training Program is an apprenticeship training
42 program approved by the Washington State Apprenticeship Council.

- 1 5. Good Faith Effort is a demonstration that the Contractor has strived to meet
2 the Apprentice Utilization Requirement including but not necessarily limited
3 to the specific steps as described elsewhere in this specification.
4

5 **Electronic Reporting**

6 The Contractor shall use the application available at
7 <https://RemoteApps.wsdot.wa.gov/Construction/Training/Apprenticeship/> to submit
8 the “Apprentice Utilization Plan”, “Statement of Apprentice/Journeyman
9 Participation” and to submit “Good Faith Effort” documentation. After execution of
10 the contract, the contractor shall send an e-mail to apprenticeship@wsdot.wa.gov
11 containing the following information: the first and last name, e-mail address, title and
12 phone number of the person that will be submitting the above documents for their
13 company. The e-mail shall include the WSDOT contract number they will be
14 reporting on. After receipt of this information by WSDOT, the contractor will
15 receive an e-mail containing their username and password for the application and a
16 link to the application. Reporting instructions are available in the application.
17

18 **Plan**

19 The Contractor shall submit an “Apprentice Utilization Plan” using the application
20 described in “Electronic Reporting” within thirty (30) days of execution,
21 demonstrating how and when they intend to achieve the Apprentice Utilization
22 Requirement. The plan shall be updated and resubmitted as appropriate as the Work
23 progresses. The intent is to provide the Project Engineer with enough information to
24 track progress in meeting the utilization requirements. If the Contractor is unable to
25 demonstrate how they intend to meet the Apprentice Utilization Requirement on the
26 Apprentice Utilization Plan they must submit Good Faith Effort documentation to the
27 Project Engineer with their Apprentice Utilization Plan.
28

29 **Reporting**

30 The Contractor shall submit a “Statement of Apprentice /Journeyman Participation”
31 using the application described in “Electronic Reporting” on a monthly basis. The
32 report shall be submitted to the Project Engineer by the last working day of the
33 subsequent month, until the Physical Completion Date. The data reported shall
34 include the Contractor and all Subcontractors. At the Contractor’s request, the
35 Project Engineer may suspend this reporting requirement during periods of minimal
36 or no applicable work activities on the project. Good Faith Effort documentation shall
37 be submitted to the Project Engineer prior to the Physical Completion Date if the
38 Contractor completes the project without meeting the Apprentice Utilization Plan.
39

40 **Contacts**

41 The Contractor may obtain information on State-approved Apprenticeship Training
42 Programs by contacting the Department of Labor and Industries at:

43 Specialty Compliance Services Division, Apprenticeship Section, P.O. Box
44 44530, Olympia, WA 98504-4530 or by phone at (360) 902-5320.
45

1 **Compliance**

2 In the event that the Contractor is unable to accomplish the Apprentice Utilization
3 Requirement, the Contractor shall demonstrate that a Good Faith Effort has been
4 made as described elsewhere in this specification. Good Faith Effort documentation
5 shall be uploaded using the application described in “Electronic Reporting”. Failure
6 to comply with the requirements as specified may result in reduction or revocation of
7 prequalification as allowed by WAC 468-16-190.
8

9 **Good Faith Efforts**

10 In fulfilling the Good Faith Effort, the Contractor shall perform and, when
11 appropriate, require its Subcontractors to perform the following steps:

- 12 1. Solicit Apprentice(s) from State-approved Apprenticeship Training
13 Program(s).
14 2. Document the solicitation and, in the event Apprentice(s) are not available,
15 obtain supporting documentation from the solicited program(s).
16 3. Demonstrate that the plan was updated as required elsewhere in this
17 specification.
18 4. Provide documentation demonstrating what efforts the Contractor has taken to
19 require Subcontractors to solicit and employ Apprentice(s).

20 In the event that the preceding steps have been followed, the Contractor may also
21 supplement the Good Faith Efforts documentation with the following documentation:

- 22 5. Submit documentation demonstrating successful Apprentice utilization on
23 previous contracts.
24 6. Submit documentation indicating company wide Apprentice utilization efforts
25 and percentages of attainment.
26

27 **Payment**

28 Compensation for all costs involved with complying with the conditions of this
29 specification is included in payment for the associated Contract items of work.
30

28. FTA - FEDERAL FUNDING PROVISIONS

This Contract may be partially funded by the Federal Transit Administration (FTA). Accordingly, the FTA provisions which apply to and become part of this Contract are attached hereto and incorporated herein as **Exhibit “3”**.

29. FHWA - FEDERAL FUNDING PROVISIONS

This Contract may be partially funded by the Federal Highway Administration (FHWA). Accordingly, the FHWA provisions which apply to and become part of this Contract attached hereto and incorporated herein as **Exhibit “4”**.

30. FEMA - FEDERAL FUNDING PROVISIONS

This Contract may be partially funded by the Federal Emergency Management Agency (FEMA). Accordingly, the FEMA provisions which apply to and become part of this Contract attached hereto and incorporated herein as **Exhibit “5”**.

(END)